NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers #8 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE

(No Surface Use)

1

THIS LEASE AGREEMENT		day of()(0)		2006, by and belween	
Jesus Ochoa and wife Elizabeth Veloz whose address is 900 stuckert. Burleson, Tx, 76028 as Lesson						
and, DALE PROPERTY SERVICE hereinabove named as Lessee, but	l all other provisions (includi	iue, Suite 1870 Dallas ing the completion of bla	Texas 75201, as and spaces) were pr	essee. All printed portlepared jointly by Lesson	ons of this lease were prepared by	
described land, hereinafter called t	ensed premisos:					
OUT OF THE WITH	ND, MORE OR LESS C1S , Clay	BEING LOT(S) _ Addition	4	ADDITION	, BLOCK 6 , AN ADDITION TO THE CI HAT CERTAIN PLAT RECC	TY OF
IN VOLUME	PAGE	TARRANT COOR	OF THE PLAT	RECORDS OF TA	RRANT COUNTY, TEXAS.	MULLU
substances produced in associal commercial gases, as well as hyd land now or hereafter owned by L	e), for the purpose of expit on therewith (including ge rocerbon gases. In addition assor which are contiguous a's request any additional or	oring for, developing, pr ophysical/seismic opera to the above-described or adjacent to the above r supplemental tristrumer	oducing and marke ullons). The term I leased premises, e-described leased hts for a more come	aling oil and gas, along "gas" as used herein this lease also covers a premises, and, in consi lete or accurate descrip	erein which Lessor may hereafter ac with all hydrocarbon and non hydr includes hellum, carbon dioxida a iccretions and any small strips or p deration of the aforementioned casi tion of the land so covered. For the whether actually more or less.	rocarbon nd other arcels of h bonus.
2. This lease, which is a "pa as long thereafter as off or gas or o otherwise maintained in effect pure	ther substances covered he	ereby are produced in pa	r a primary term of aying quantities fron	Hive the leased premises o	5)years from the date hereof	, and for lease is
3. Royallies on oil, gas and separated at Lessee's separator for the wellhead or to Lesse the wellhead market price then proposed the production of production, severance, or other excesses shall have the continuing reason of the prevailing in the the same or nearest preceding data more wells on the leased premises are waiting on hydraulic fractures at be deemed to be producing in pay there from is not being sold by Lessee's credit in the depository dewhile the well or wells are shut-in a being sold by Lessee from anot following cessation of such operationminate this lease. 4. All shut-in royalty payments.	other substances produced utilities, the royalty shall be respectively shall be same field (consistency shall be same field, then in the near as the date on which Less or lands pooled therewith a mulation, but such well or wing quantities for the purpossace, then Lessee shall paragraphs or before production there from is not performed to the purpossace, then Lessee shall paragraphs or production. Lessee the lessency of the purpossace of the purpossace of the lessency shall be respectively or wells on the lessency shall be the same one or production. Lessee the last the lessency shall be same or productions and the lessency shall be the same of the lessency shall be same shall be same the same of the lessency shall be same shall	and saved hereunder s Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (Analy - We (es, provided that Le ce then prevailing is a casing head gas be tessee from the vering, processing to eithead market price is such a prevailin hases hereunder; a ducing oil or gas or production there for ase. If for a portod dollar per acro the y period and therea provided that if this colled therewith, no shut-in royalty sha	%) of such produses shall have the con in the same field, then in the same field, then it is an appeared to the same field of the same as a part otherwise marketing a paid for production of g price) pursuant'to contact the same and (c) if at the end of the other substances cover and is not being sold by the field consecutive days in covered by this lease after on or before each at lease is otherwise being shut-in royalty shall be it render Lessee liable tredit in a filessor's artistic.	s: (a) For oil and other liquid hydroction, to be delivered at Lessee's a citinuing right to purchase such products on the nearest field in which there is need covered hereby, the royalty opportionate part of ad valorem to such gas or other substances, provisimiter quality in the same field (or liparable purchase contracts entered e primary term or any time thereafte ed hereby in paying quantities or successes, such well or wells shall never such well or wells are shut-in or properties and payment to be made to Loss unitversary of the end of said 90-day per due until the end of the 90-day per or the amount due, but shall not optess above, or its successors, where the properties of the successors, where the properties of the successors, where the properties is an expensive the successors, where the properties are shove, or its successors, where the properties is the properties of the successors, where the properties is the properties of the successors, where the properties is the properties of the successors, where the properties is the properties of the prop	option to uction at a such a shall be axes and ded that fibere is a into one or ich walls witheless aduction ager or to yeard odd next period odd next period odd next period and next period and next period odd next period next period next period odd next period odd next period next
deflessor's depository agent for redefaft and such payments or tendor address known to Lessee shall corpayment hereunder, Lessor shall, a 5. Except as provided for in premises or lands pooled therewill pursuant to the provisions of Pannevertheless remain in force if Lesson the lessed premises or lands politic end of the primary term, or at operations reasonably calculated to ocessation of more than 90 conditions is production in paying quantifiers is production in paying quantification.	selving payments regardless is to Leasor or to the deposite stitute proper payment. If I Leasee's request, deliver the Lease's request, deliver the Lease's request, deliver the Lease of the action of a see commences operations oled florewith within 90 day any time thereafter, this teached in the couling days, and if any sutter the leased premises.	s of changes in the owner tory by deposit in the US the depository should flor o Lessee a proper recon- ee drills a well which is in there or not in paying quarry governmental authoral for reworking an existing ys after completten of op- use is not otherwise being the in therefrom, this lease as to operations result in the eas or lands pooled titler	arship of said land 5 Mails in a stampe uldate or be succeed dable instrument nationable of product andiles) permanent with the in gwell or for drilling retailons on such thing maintained in forball remain in force the production of of ewith. After compiles	All payments or lenders de envelope addressed is detected by another institution in ming another institution in paying quantities ly ceases from any care this loase is not or an additional well or for y hole or within 90 days tree but Lessee is then so long as any one or nother substances.	tress above or its successors, when may be made in currency, or by che of the depository or to the Lessor at on, or for any reason fall or refuse it as depository agent to receive paying thereinafter called "dry hole") on the ise, including a revision of unit both the including a revision of unit both the increase being maintained in force otherwise obtaining or restoring problems are such cessation of all productions are prosecutive of such operations are prosecutives covered hereby, as long there in producting in paying quantities her fift under the same or similar circum	the last of accept nearls. It is half of accept andaries if a last of accept andaries if at a last of accept and accept and accept and accept and accept and accept and accept accept and accept and accept accept accept and accept acce

Lesses shall driff such additional wells on the lessed premises or lands pooled therewith. After completion or a well capable or producing in paying quantities nerounder, Lesses shall driff such additional wells on the lessed premises or lands pooled therewith a reasonably prudent operator would driff under the same or similar circumstances to (a) develop the leased premises as to formalisms then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises or lands pooled therewith. There shall be no covenant to driff exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obtigation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all deplits or zones, and as to any or all adeplits or zones, and as to any or all substances covered by this lease, alliber before or either the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar peoling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 640 acres plus a maximum acreage toterance of 10%; provided that a larger runt may be formed for an oil well or production to any well apacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the or pooling, the terms "off well and "gas well or horizontal completion" and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion inleved in facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion inleved in facilities or equivalent testing equipment; and the term "horizontal com

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royallies payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lesson's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalities to the credit of decedent or decedent's estate in the dopository designated above. If at any time two or more persons are entitled to shut-in royalities hereunder, Lessee may pay or tender such shut-in royalities to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferree to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to appropriate to the personage interest than held by each

pay or tender shut-in royallies hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

In accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery. Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, lijection wells, pits, electric and felephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights grants herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or such other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands du

equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessoe, for a period of fifteen days after receipt of the notice,

there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or jands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any coverties or shut a royalties of the when the event.

whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to tessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessoe has been furnished satisfactory evidence that such claim has been resolved.

16 Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Jesus Ochoa By: Jesus Ochoa	& Elizabeth Veloz By: Elizabeth Velor
STATE OF	acknowledgment day of July 2008,
STATE OF	Notary Public, State of Notary's name (printed): Notary's commission expires:
STATE OF	Manager.
	Notary Public State of



DALE RESOURCES 3000 ALTA MESA BLVD, STE 300

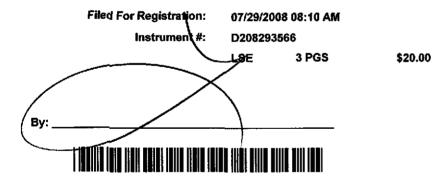
FT WORTH

TX 76133

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D208293566

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS